

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

IN RE:

MICHAEL DARNELL GARNER, JR.,)	
SSN: XXX-XX-8472,)	
ANGELICA ELIZABETH GARNER,)	CASE NO.: 21-80004-CRJ-13
SSN: XXX-XX-4134)	
)	
Debtors.)	CHAPTER 13
)	
)	
ANGELICA ELIZABETH GARNER,)	
SSN: XXX-XX-4134)	
)	
Plaintiff,)	
)	
v.)	AP NO.:
)	
AFTERPAY, and)	
TRUEACCORD, CORP.)	
)	
Defendant.)	

ADVERSARY COMPLAINT

COMES NOW the Plaintiff, Angelica Elizabeth Garner, and alleges as follows:

FACTS

1. Plaintiff, Ms. Garner, is one of the Debtors in the above-referenced Chapter 13 bankruptcy case. This case was commenced on January 4, 2021.
2. Defendant Afterpay is a financier of consumer debt and does business within this judicial district and division.
3. Defendant TrueAccord Corp (hereinafter "TrueAccord") is a debt collector and does business within this judicial district and division.
4. Mrs. Garner originally listed in her bankruptcy schedules a debt to AfterPay, an online lender. Notice of the filing was provided to AfterPay at its listed address.

5. At some point, AfterPay turned Mrs. Garner's account over to TrueAccord.
6. On February 17, 2021, Mrs. Garner received an email from TrueAccord advising her that it was a third party debt collection agency and that it was attempting to collect on her account with Afterpay.
7. Mrs. Garner provided this information to her counsel and on February 17, 2021, a letter was sent to TrueAccord advising it that Mrs. Garner had filed a chapter 13 bankruptcy case and that this debt had been included in the case. The letter also indicated that TrueAccord was to cease all communication with Mrs. Garner.
8. On March 27, 2021, Mrs. Garner received another email from TrueAccord attempting to collect the debt to Afterpay.

COUNT I

Violation of the Automatic Stay Against Afterpay

9. The allegations contained in the proceeding paragraphs are incorporated herein by reference.
10. Defendant Afterpay was listed as a creditor in Mrs. Garner's bankruptcy and received notice of the filing of the case. Despite being advised of the bankruptcy, Afterpay turned Mrs. Garner's account over to TrueAccord to have them attempt to collect on the debt.
11. Afterpay has intentionally and willfully violated the automatic stay by engaging a third party to continue collection efforts against Mrs. Garner.
12. Plaintiff seeks compensatory and punitive damages, including attorney's fees and costs incurred in connection with the prosecution of this adversary proceeding.

COUNT II

Violation of the Automatic Stay Against TrueAccord

13. The allegations contained in the proceeding paragraphs are incorporated herein by reference.
14. Defendant TrueAccord was given specific notice of the filing of Mrs. Garner's bankruptcy and the imposition of the automatic stay. Despite having been provided

that notice, True Accord has continued to attempt to collect the debt on behalf of Afterpay.

15. TrueAccord has intentionally and willfully violated the automatic stay by continuing to attempt to collect this debt from Mrs. Garner.

16. Plaintiff seeks compensatory and punitive damages, including attorney' fees and costs incurred in connection with the prosecution of this adversary proceeding.

WHEREFORE, THE ABOVE PREMISES CONSIDERED, Plaintiff seeks an award against Afterpay and TrueAccord Corp. for compensatory damages, including attorney's fees and costs incurred in the prosecution of this adversary proceeding, and punitive damages for Afterpay's and TrueAccord's willful violation of the automatic stay and whatever other and further relief that the Court deems appropriate.

Dated the 5th day of April, 2021.

Respectfully submitted,

s/ Melissa W. Larsen

Melissa W. Larsen

Attorney for Debtor/Plaintiff

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